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West Babylon Ufsd And West
Babylon School Admin Assn

SD/AD1

AGREEMENT

Between

**THE BOARD OF EDUCATION
WEST BABYLON UNION FREE SCHOOL DISTRICT
West Babylon, New York**

and

**THE WEST BABYLON SCHOOL ADMINISTRATORS
ASSOCIATION**

July 1, 2003 - June 30, 2008

RECEIVED

JAN 07 2004

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (the Public Employees' Fair Employment Act) to encourage and increase effective and harmonious working relationships between the West Babylon Board of Education (hereinafter referred to as the Board) and its professional building administrators represented by the West Babylon School Administrators Association (hereinafter referred to as the Association), and to enable the professional employees more fully to participate in and contribute to the development of policies for the school district so that the cause of public education may best be served in the West Babylon Schools.

ARTICLE I - RECOGNITION

The Board recognizes the Association as the exclusive negotiating representative of the building principals and assistant building principals employed by the Board for the maximum period permissible under law. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the administrators and to no other organization during this period.

ARTICLE II - ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information to which it is entitled under law, including but not limited to notice of all supervisory and administrative job openings, including job descriptions if any,*
- B. Whenever any representative of the Association or any building administrator participates during working hours in grievance proceedings, or mutually scheduled negotiations, he/she shall suffer no loss of pay.*
- C. The Association and its representatives shall have the right to use school buildings when available at all reasonable hours for meetings. The Superintendent or his designee shall be notified in advance of the time and place requested for such meetings.*
- D. The Association shall be accorded the use of building mail facilities and inter-school mail privileges for the express purpose of distribution of the organization's communications.*

E. The Association shall receive copies of any new written policies adopted by the Board within ten (10) days from the date of such adoption. This notice shall not be delayed pending approval by the Board of its official minutes. The Association shall receive notice of any written administrative procedures implementing Board policy with three (3) school days of the date of their promulgation.

F. In addition to released time provided in Section B, the officers or designees of the Association shall be entitled to an annual cumulative total of ten (10) school days released time for the conduct of Association business. To the extent that the District is required to hire substitutes on such Association leave days, the Association shall reimburse the District the daily compensation rate of such substitutes for each day actually used.

G. The Chairperson of the Association Negotiations team shall be entitled to flexible departure time if duties are covered, prior notification is given to the Superintendent or his designee and approval is given.

H. The Association President shall receive a copy of the proposed agenda of regular Board meetings, including all amendments and supplements thereto, at the same time and in the same manner as Board members.

I. Upon request of either party, meetings shall be held between representatives of the Association and the Board or its designee to consult on matters of concern to either party.

J. The Association, as the exclusive representative of the administrators, shall be given an early place on the agenda of all regular meetings of the Board to discuss subjects not included in this Agreement. The Association may request closed meetings with the Board to discuss subjects included in this Agreement. Requests for such a closed meeting shall be accompanied by an agenda of matter to be discussed. Such request shall be made in writing to the Superintendent.

ARTICLE III - SCHOOL ADMINISTRATOR RIGHTS

A. In any meeting with the Superintendent or his/her designee during which an administrator becomes the target of an inquiry, that administrator may have a representative of his/her choosing present. This in no way precludes informal interviews or consultation between administrator and superior

B. The Board recognizes the freedom of administrators to engage in legal political activities outside of school and to run for public office, not to interfere with hours of employment

C. Discipline of tenured administrators which may result in suspension, loss of pay

or loss of position shall be in accordance with the provisions of Section 3020-a of the Education Law.

ARTICLE IV - SCHOOL ADMINISTRATOR TRANSFERS

A. An involuntary transfer will not be made until alternatives have been considered and unless the administrator has been given as much prior notice as possible. Three months' notice will be given prior to the contemplated transfer whenever possible.

B. In no event will an administrator be involuntarily transferred outside of his/her tenure area.

ARTICLE V - PERSONNEL FILES

A. Upon request and at a previously arranged time, each administrator shall have access to his/her personnel file, other than to material obtained in the process of evaluating the administrator for initial employment.

B. No material derogatory of an administrator's conduct, service, character or personality may be placed in such file unless the administrator has been given an opportunity to examine it. The administrator shall sign or initial it and shall have the right to place a written response to, or explanation of, such material into the file.

ARTICLE VI - ACADEMIC FREEDOM

A. The personal life of an administrator is not an appropriate concern or attention of the Board except as it may prevent the administrator from performing properly his/her assignment throughout the school day.

B. Administrators shall be entitled to full rights of citizenship, and no religious or political activities of any administrator outside the school shall be grounds for any discipline or discrimination providing said activities do not violate any local, state or federal law.

C. Administrators are free to experiment, to innovate and to exercise their faculties within the bounds of sensibility and purpose in those directions which allow for total student involvement and reaction. The parties agree that academic freedom must include the requirement that administrators must follow approved curriculum guides, present all sides of controversial issues in an impartial manner and be subject to supervision.

ARTICLE VII - PROTECTION OF SCHOOL ADMINISTRATORS

A. If an administrator is assaulted in connection with his/her employment, he/she shall immediately give the Superintendent written notice of that fact. The Superintendent shall transmit such report to the Board forthwith. The Board and the Superintendent shall comply with any request from such administrator for information in their possession relating to the incident or the persons involved and will otherwise cooperate with the administrator in the event of a civil or criminal proceeding.

B. If criminal or civil proceedings are brought against an administrator in the course of his/her employment, the Board will, upon his/her request, provide legal counsel to defend him/her in such proceeding, provided that the administrator has a prima facie defense.

Any member of the Association subject to such proceedings shall notify the Board in accordance with the requirements of sec. 3023 and 3028 of the Education Law and receive the protections of the Board provided therein.

C. The Board agrees to save harmless and protect administrators from financial loss and will provide for their defense, arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person within or about the school building; provided such administrator at the time of the accident or injury was acting in the discharge of his/her duties within the scope of his/her employment and/or under the direction of the Board, pursuant to the procedures set forth in Section 3023 of the Education Law.

D. Whenever an administrator is absent from employment and unable to perform his/her duties as a result of personal injury occurring in the course of his/her employment, for which he/she is eligible to receive Workers' Compensation payments, he/she will be paid his/her full salary for the period of his/her absence, less the amount of any Workers' Compensation award made for disability due to said injury. No part of such absence will be charged to his/her annual or accumulated sick leave. The Board may request a reasonable number of physical examinations by the District Medical Officer.

E. The Board will provide protection of administrators by reimbursement of cost of replacing or repairing dentures, eyeglasses, and similar physical aids not covered by Workers' Compensations destroyed or lost in the course of his/her employment.

F. The Board will provide reimbursement for repair or value, whichever is less, of clothing and personal effects, damaged or destroyed during the course of and incidental to employment, provided loss is not caused by negligence of the claimant.

Notwithstanding the deletion of the last sentence of Article VII F, which

provided that "personal effects do not include automobile and/or other vehicles," it is hereby understood and agreed that it was not the parties' intent necessarily to include automobiles and/or other vehicles in "personal effects" within the meaning of the Section, but rather it was the parties sole intent by deleting such language to provide that in the event that an administrator's automobile is damaged, the administrator may apply to the Board for reimbursement of any deductible, if any, paid by the administrator to have the vehicle repaired, which may grant or deny such reimbursement on an ad hoc basis in its sole discretion.

ARTICLE VIII - GRIEVANCE PROCEDURE AND ARBITRATION

A. **Enactment:** In order to establish a more harmonious and cooperative relationship between the administrators and the Board and in order to provide for the orderly presentation, processing, adjustment, adjudication and review of grievances and differences that might arise, grievance procedures as set forth herein are hereby established.

B. **Policies:**

1. Every administrator shall have the right to present his/her grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented by a person of his/her own choosing at all stages of the grievance procedure. The term "Administrator" shall include the Association.
2. The informal resolution of differences or grievances is urged and encouraged at all stages of a proceeding. The right to informal discussion with a superior is retained, recommended and encouraged. We encourage personal discussions among administrators and their superiors. It is strongly recommended that all means of adjusting grievances or differences be attempted in every step of the grievance procedure before the final step is reached.
3. All meetings in any step of this grievance procedure shall be held in privacy and not held open to the public.
4. The grievance procedure established hereby is designed to operate within the framework of and is not intended to abolish or supersede, existing rules and procedures.

5. *Nothing contained in the provisions hereof shall be construed as revoking or diminishing the duty and responsibility of every administrator to obey and carry out promptly the provisions of all lawful orders and instructions. Orders and instructions must be carried out and grievance invoked subsequently, if warranted.*

6. *This grievance procedure will follow a four-step plan as outlined in Section E entitled "Grievance Procedure".*

C. Purpose: *This program is designed to provide the machinery and procedures to assure a fair hearing and provide for settling of any conflicts or disputes on the local level over the meaning or application of this Agreement.*

D. Definitions: *The following terms shall have the meanings indicated:*

1. *"Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the existing Agreement.*

2. *"Day" shall mean school day.*

E. Grievance Procedure:

1. Initial Presentation - First Step

(a) *An administrator who claims to have a grievance shall present his/her grievance orally to his/her immediate supervisor within five (5) days after the grievance occurs.*

(b) *The immediate supervisor shall discuss the grievance with the administrator, shall make such investigation as he/she deems appropriate, all on an informal basis.*

(c) *Within four (4) days after presentation of the grievance to his/her immediate supervisor, the immediate supervisor shall make his/her decision and communicate the same to the administrator presenting the grievance and to his/her representative, if any.*

2. Second Step:

(a) *The Second Step grievance shall be presented within two (2) days in writing to the Superintendent in the form of a complaint setting forth the following details: the name and address of the aggrieved; the nature of the grievance; and any pertinent information in regard to the grievance that will assist in its resolution by the*

Superintendent.

- (b) The Superintendent shall discuss the grievance with the administrator and shall make such investigation as he/she deems appropriate.**
- (c) Within four (4) days after presentation of the grievance to him/her, the Superintendent shall make his/her decision and communicate the same to the administrator presenting the grievance and to the administrator's representative, if any.**

3. Third Step:

- (a) The Third Step grievance shall be presented to the Board within ten (10) days of the second step decision and shall be heard by the Board within ten (10) days thereafter. The written grievance, as presented at the Second Step and the written recommendation of the Superintendent from the Second Step shall be included in the presentation to the Board.**
- (b) The Board shall discuss the grievance with the administrator and shall make such investigation as it deems appropriate.**
- (c) Within eleven (11) days after the grievance has been heard by the Board, the Board shall make its decision and communicate the same to the administrator presenting the grievance, to the administrator's representative, if any, and to the Superintendent.**

Appeals to the Board shall follow the steps detailed below.

- (d) An administrator may appeal from the recommendation of the Superintendent. The appeal shall be taken by submitting to the Board a written statement signed by the administrator making the appeal, containing: the name, residence address and the area of employment of the administrator presenting the grievance; the name and address of the administrator's representative, if any, and his/her department of employment, if he/she be a fellow administrator; a concise statement of the nature of the grievance up to the time of the appeal; and a request for a review of the Superintendent's recommendation.**

- (e) *The Board shall hold a hearing within ten (10) days after receiving the written request for review. It shall give at least three (3) days' notice of the time and place of such hearing to the administrator, the administrator's representative, if any, and the immediate supervisor, and the Superintendent, all of whom shall be entitled to be present.*
- (f) *New evidence, testimony or argument, as well as any documents, exhibits or other information submitted to the immediate supervisor, or Superintendent, at the hearings held by them may be introduced at the hearing by the administrator, by the immediate supervisor, or Superintendent, or upon the request of the Board.*
- (g) *The hearing may be adjourned from time to time by the Board, if in its judgment such adjournment is necessary in order to obtain material evidence. The total of all such adjournments, however, shall not exceed ten (10) days except that adjournments consented to by both the administrator and the immediate supervisor and Superintendent, shall not be counted in determining the total days of adjournment as herein limited.*
- (h) *The Board shall not be bound by formal rules of evidence.*
- (i) *A written summary shall be kept of each hearing held by the Board.*

4. *Fourth Step:*

The decision of the Board at the Third Step may be submitted within ten (10) days thereof to, and in accordance with the rules of, the American Arbitration Association, for final and binding arbitration, the cost to be shared by both parties.

ARTICLE IX - CALENDAR AND WORK DAY

A. *The academic school year is defined as the ten month period of employment beginning each year on September 1st and terminating the following June 30th. The work year of elementary school principals and all assistant building principals shall be the same as the academic school year. All unit members (except junior and senior high school principals) shall work a total of six (6) days between July 1, 1997 and August 31, 1997. Beginning July 1, 1998, such days shall be increased to eight (8), and beginning January 1, 1999, and continuing thereafter, such amount*

shall be increased to ten (10) days. Of these additional days, the District reserves the right to set the date upon which two of these days shall be worked. However, these two (2) days shall be consecutively set in the last week of August, excluding Friday. The remaining days to be worked in the summer shall be unilaterally scheduled by the unit members. All elementary and secondary principals and assistant principals will work up to four (4) days after the last day students attend school and before July 1 of the ensuing year. The junior and senior high school principals' work year shall include an additional twenty (20) days during the period between July 1 and September 1 of each year. Salary payments shall commence on July 1st for the ensuing year.

B. The calendar for the 2003-2004 school year and subsequent years have not been established as of the date of execution of this Agreement. Such calendars shall be promulgated by the District.

C. "Snow days" shall be designated to be used as off days during the spring semester if not needed during the school year.

D. The work day shall consist of the time encompassed from fifteen (15) minutes before the start of the session and until all professional obligations are completed at the end of the day.

E. Administrators shall be notified by the Superintendent by May 1st of each year, whenever possible, as to whether or not they will be requested to perform services for the district during their summer vacations and the dates on which such services shall be required. Administrators shall receive preference for all available summer school administrative positions.

F. During any summer month in which an Administrator is employed, he will be entitled to use accumulated sick or personal days.

ARTICLE X - LEAVES:

1. Sick Leave:

- (a) Limited - Until an administrator qualifies for unlimited sick leave as provided in paragraph (b) hereof, he/she shall be allowed ten (10) days at the beginning of each school year for absences during that school year occasioned by personal or immediate family illness. For purposes of this subdivision, the term "immediate family" shall include the administrator's spouse, child or step-child, or parent, or step-parent, or person in the same household as the administrator who serves in loco parentis. Unused days shall be cumulative from school year to school year until the administrator qualifies under paragraph (b) hereof.

- (b) Unlimited - When an administrator accumulates thirty (30) unused sick days by June 30th of the school year, pursuant to paragraph (a) hereof, he/she shall be entitled to unlimited sick leave, not to exceed one hundred eighty (180) school days from the day of first absence for each illness. In the event an administrator exhausts his/her unlimited sick leave in connection with any one illness, the Board agrees to review such case to determine whether it will grant additional compensated sick leave.
- (c) Notwithstanding the foregoing, during his/her first three years of service in the District and prior to qualifying for unlimited sick leave, an administrator shall nevertheless, be treated as having so qualified in the event he/she is absent because of a catastrophic illness or disabling accident which requires extended hospitalization, institutionalization or confinement to bed; or which renders travel to school or performance of any administrative duties medically unsound. This subdivision shall take effect only when such administrator has exhausted his/her accumulated leave days under paragraph (a) hereof.

Any dispute as to whether an administrator is eligible for catastrophic sick leave shall be subject to a review by an impartial medical doctor. Should a further dispute arise, it shall be submitted to Expedited Arbitration through the American Arbitration Association. The arbitrator's decision shall be final and binding. The cost of medical examination and/ or arbitration shall be borne equally between the Board and the Association.

- (d) All benefits available to an administrator in active administration service shall also be available to an administrator on sick leave under any of the foregoing subdivisions hereof.
- (e) A doctor's certificate may be requested for all sick leaves of more than three (3) consecutive days' duration.
- (f) Upon retirement, death, or disability causing retirement, any full-time professional employee who had served in the District ten (10) full consecutive years (approved leaves not included, but not breaking continuity) will be granted terminal pay. Terminal pay shall be in accordance with the schedule below. Accumulated days refers to the accumulation of the assigned ten days or any portion thereof, described in Article X Paragraph I(A) and those personal days described in Article X, Paragraph 2.

Accumulated Days

Compensation

1 - 50	\$25.00 per day
51 - 100	40.00 per day
101 - 125	42.50 per day
126 - 150	45.00 per day
151 - 175	47.50 per day
176 - 200	50.00 per day
201 +	55.00 per day

Unit members Ellice Vassallo, Susan Fiedler, James Lynch, Gregg Cunningham, Joseph Hickey, Joyce Montalbano and Eleanor Levy shall be entitled to payment for accumulated sick leave, to the extent eligible, at rates twice that reflected above. In addition, with respect to the particular unit members referenced herein, the ten (10) year eligibility requirement shall be waived. No other unit member shall be entitled to this increased rate of payment or to the waiver of the eligibility requirement.

2. Personal Business

Each administrator is entitled to three (3) days of absence during the school year for personal business. Adequate notification that an administrator will be absent for personal business will be deemed sufficient without further explanation or disclosure of the nature thereof. Two (2) unused personal business days shall be added to accumulated sick leave from school year to school year. Personal days will not be granted the day before the start of a holiday recess nor the day after the holiday terminates unless approved by the building principal and the Superintendent, as appropriate.

3. Death in Immediate Family

Each administrator is entitled to up to five (5) days of absence for each death in his/her immediate family occurring during the school year. For purposes hereof, immediate family shall include an administrator's parent, spouse, child, grandparent, grandchild, brother, sister, or spouse's parent or any "immediate" family in-law. It shall also include a person residing in the same household as the administrator and who served in loco parentis for the administrator or for whom the administrator served in loco parentis. Each administrator shall be entitled to up to two (2) days absence for each death of an aunt, uncle, cousin, niece, or nephew occurring during the school year.

4. Jury-Duty

An administrator shall receive his/her regular pay while absent to perform jury service. An administrator so serving shall reimburse the District the amount received as jury fee. Amounts received by the administrator from the court as mileage for jury duty shall be retained by the administrator. Jury duty notices or subpoenas must be submitted to the Superintendent.

5. Other

With the permission of the Superintendent, an administrator may be absent, without salary deduction, for a total of not more than two (2) days during the school year in order to visit other classes or educational institutions within or without the District.

6. Absence Notice

It is agreed that there shall be a uniform procedure throughout the District for an administrator to give notice of impending absence.

B. Temporary Leaves of Absence (Without Pay)

1. (a) *Any administrator adopting an infant child shall receive leave without pay which shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.*

(b) *Any administrator while on maternity leave shall be allowed to substitute with doctor's permission.*
2. *A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of any administrator's immediate family. Additional leave may be granted at the discretion of the Board.*
3. *The Board shall grant a leave of absence without pay to campaign for or serve in a public office, or to campaign for a candidate for a public office other than the administrator.*
4. *All benefits to which an administrator was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return, and he/she shall be assigned the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.*

5. *All extensions or renewals of leaves shall be at the discretion of the District.*
6. *An administrator hired to replace another administrator on leave will be informed that such appointment is as a "Regular Substitute." Should the appointment be made probationary or permanent, years of continuous service rendered under the title will be used toward tenure.*

ARTICLE XI- SALARY

- A. *The salary schedules for 2003-04, 2004-05, 2005-06, 2006-07 and 2007-08 are listed in Appendix A.*
- B. *Effective July 1, 1990, salary step increment will be reinstated.*
- C. *The Board of Education shall continue to have the right to place principals and assistant principals hired after July 1, 1987 at an appropriate place on the salary schedule, including steps "A" and "B".*

ARTICLE-XII - TERMINATION COMPENSATION

A. Eligibility:

1. *Applicant for retirement must have completed at least 12 years of service with the District.*
2. *Applicant must have been actively employed by the District for at least three of the last five years preceding retirement.*
3. *Applicant must have been actively employed by the District for the two school years preceding retirement.*
4. *Termination Compensation is only available to members of the Association who were members as of June 30, 1987.*
5. *Any member eligible for Termination Compensation who has already received a retirement incentive will have the amount paid to him or her offset by the amount previously received.*
6. *Eligibility requirements in Section A, Subsection 3 can be waived by mutual consent of the District and the Association in cases of catastrophic illness or disability to the administrator. Any dispute between parties relating to payment under the catastrophic illness or disability clause shall be arbitrated in accordance with the prevailing*

rules of the American Arbitration Association.

B. Benefits Schedule

Termination Compensation will be paid to an eligible Administrator at a rate of forty-five (45%) percent of the Administrator's salary for the last year employed by the Board of Education.

ARTICLE XIII - PROFESSIONAL DUES DEDUCTION

A. *The Board agrees to deduct from the salaries of administrators covered by this Agreement membership dues for the Association as said administrators individually and voluntarily authorize in writing.*

The Association shall advise the Board in writing as to the amount of such membership dues and the sums to be deducted from the regular paychecks of the administrators who have authorized the deductions, 30 days prior to commencement of such deductions. The Board shall remit to the Association within ten days following such deduction the aggregate sum thereof, together with a list of the administrators for whom such deductions have been made.

The aforesaid deduction authorizations shall be irrevocable during the term of this Agreement and shall continue in force and effect for each successive year thereafter, unless the administrator notifies both the Board and the Association in writing by registered mail during the period from June 20 through June 30, that he or she desires that the Board discontinue the payroll deductions.

B. *The Board also agrees that it will make payroll deductions to repay Teachers Federal Credit Union and retirement system loans upon written request from any administrator.*

(1) *New applications or changes for Credit Union savings deductions will be processed when received.*

C. *Each of the associations referred to in Section A shall certify to the Board in writing the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board thirty (30) days' notice prior to the effective date of such change.*

D. *Deductions referred to in Section A shall be made in the following manner:*

For administrators whose newly executed authorizations are received prior to June 30th, deductions shall commence with the first pay in July. For new administrators who are employed or elect to have dues deductions after

September 1st of each school year, and whose signed deduction authorization is received in the Business Office on the 15th day of September, the total amount of annual dues for said associations shall be withheld from subsequent pays based on a pro-rating of the remaining months; i.e. starting in October — will result in eight (8) withholdings.

Pro-rating for total dues will be permissible throughout September only. Any new administrators joining professional associations after September 15th will have the opportunity to submit authorization through October 15th but only on a 1/10 of annual dues basis. Any amount of unpaid dues due said associations shall be worked out between the associations and the individual new member.

Dues withheld for the associations will be turned over to them within five (5) days after each pay date.

E. The Board shall transmit the amount deducted to the said associations. The first transmittal shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted for each. If deductions have been made for only a portion of the deduction period, the listing should show the date of commencement of such deductions.

ARTICLE XIV - INSURANCE PROTECTION

The Board shall provide all administrators with the insurance protection designated below:

A. Health: Effective July 1, 1999, all unit members shall contribute ten (10%) percent of the cost of health insurance premiums .

All employees will be provided with the opportunity to pay the aforesaid contribution through an Internal Revenue Code Salary Reduction Plan.

1. During the term of this contract, the District shall have the right to change its health insurance carrier to a major insurer provided that the benefit structure remains substantially equivalent or superior and provided further that said change has been the subject of consultation between the parties. In the event that the association believes the benefit structure of a new health insurance carrier is not substantially equivalent to that provided under the New York State Government Employees' Health Insurance Plan, the Association may file a demand for interest arbitration using the services of Howard Edelman, Esq. In the case of the District seeking to self-insure, it shall first acquire Association consent.

2. Upon retirement, administrators hired prior to August 1, 1994 (Michael Rizzo) will be granted individual contracts respecting health

insurance in the form attached hereto as Appendix "E" Said opportunity for health insurance shall not be relinquished by the WBAA unless each eligible individual member agrees. Said contract shall provide for 100% premium payment by the District and in the event the administrator predeceases his/her spouse, the spouse shall be permitted to continue coverage by payment of any premiums due. See also Appendix "F", Letter of Dr. Robert Manley dated September 9, 1994. With respect to all other unit members, upon retirement the unit members' contribution amount (10%) will be converted to a flat dollar amount as long as the plan stays in effect for that administrator.

B. Dental: The Board shall pay 100% of the premium cost of individual dental care insurance coverage and 50% of the additional premium costs for family coverage as per the West Babylon Teachers Association's dental insurance plan.

C. Life: The Board shall pay the premium cost of a \$100,000 group term life insurance for each building administrator. Said group term life insurance is currently provided by the Hartford Insurance Company which carrier may be changed by the District, subject to consultation with the Association. Further, each building administrator has the option of reimbursing the Board for an additional \$100,000 of group term life insurance of the previously mentioned policy. It is further understood that payment for this additional \$100,000 group term life insurance is to be paid by the individual member by a bi-weekly payroll deduction.

The Board shall pay the premium cost of an additional life insurance policy under which each administrator shall have both a \$100,000 individual convertible term life insurance policy and \$100,000 whole life insurance policy. This has been provided, by prior contractual mutual agreement with the Massachusetts Mutual Life Insurance Company. The Board's responsibility for premium payments for the Massachusetts Mutual Life insurance is limited to the standard premium rate. Additionally, if a member is insurable but at a higher rated rate premium, the member may elect to receive the insurance, but, in doing so, accepts the responsibility for the difference between the standard premium rate and the rated rate premium. In the event the member declines the insurance, the actual dollar amount for the insurance cost at the standard premium rate will be paid at the option of the member either in cash or as an annuity.

Until an individual Association member has qualified for the insurance coverage described above, the Board of Education shall be responsible only for the payment of the group term insurance coverage in the amount of \$200,000.

The letters between the then Superintendent of Schools and the President of the Administrators Association dated October 28, 1987 (2 letters) and November 2, 1987 between the then Superintendent of Schools and the President of the Administrators Association are incorporated by reference herein. Said letters refer in

part to the life insurance benefits discussed above, as well as other matters. The entirety of said letters is incorporated by reference herein. Said letters are attached hereto as Appendices B, C and D.

If a member of the Association retires under the New York State Teachers' Retirement System or dies, any collateral assignment of the premiums paid for split-dollar insurance will be forgiven by the Board of Education. However, the collateral assignment of premiums shall not be forgiven by the Board of Education for unit members hired after July 1, 1999. If an Administrator leaves the employ of the District other than as specified above, the collateral assignment will remain in effect. Association members shall execute a security mutually agreeable to the parties with respect to the collateral assignment. In the event a member is uninsurable in any year, the actual dollar amount for the insurance cost were he/she insurable will be paid, at the option of the member, either in cash or as an annuity.

For each administrator who remains in the employ of the Board for a full school year and has not submitted a resignation effective at the end of that school year, the Board shall make payment of insurance premiums to provide insurance coverage for the period commencing September 1, of the next succeeding coverage year (September 1 to August 31).

The Board shall provide for each administrator a description of the insurance coverage provided under this article no later than thirty (30) days after the beginning of each school year covered by the period of this contract, which shall be a clear description of conditions and limits of coverage as listed above.

ARTICLE XV - CONFERENCE DAYS

A. The Board of Education affirms its responsibility to promote professional growth of its personnel. To this end, all administrators in the negotiating unit shall be urged to attend conferences deemed by the Superintendent to contribute to professional growth.

B. Applications for attendance shall be made to the building principal or deputy superintendent, as appropriate. If approved, the application will be forwarded to the Superintendent for final approval.

C. The Board of Education shall provide a budgetary allotment for the purpose of attendance at conferences no less than Twelve Hundred (\$1200) Dollars per administrator in the negotiating unit, to be distributed among the schools in the District on a per-capita basis. The foregoing shall be effective July 1, 1990.

D. Each member of the Association will provide two (2) Conference Days for purposes established by the Superintendent of Schools and the Association at times

and locations agreed upon by them.

ARTICLE XVI - MISCELLANEOUS PROVISIONS

- A.** *Any individual arrangement, agreement or contract between the Board and an administrator, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement or contract hereafter executed by the parties. If an individual agreement or contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.*
- B.** *If any provision of the Agreement or any application of the Agreement to any administrator or group of administrators shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.*
- C.** *Copies of the Agreement shall be printed at the expense of the Board and shall be given to all administrators now employed or hereafter employed by the Board within two weeks after its execution or employment if that occurs later.*
- D.** *There shall be a committee composed of administration and West Babylon School Administrators Association representatives, equal in number, and subject to consultations when necessary, to meet during the month of May, to make recommendations to the Superintendent relative to personnel selections for summer programs and/or curriculum studies.*
- E.** *The Board and the Superintendent will consider the recommendations of the Association's Professional Promotion Panel in the selection of administrative personnel. The Board and the Superintendent will strongly recommend that all applicants for such positions cooperate with the Associations Professional Promotion Panel in its evaluative process.*
- F.** *The District shall negotiate with the Association with respect to the impact, if any, upon the terms and conditions of employment of administrators arising from changes negotiated in the collective bargaining agreements between the District and any other bargaining units in the District.*
- G.** *This agreement may be amended or modified from time to time by mutual consent, in writing only, of the parties hereto.*
- H.** *Any previously adopted policy, rule or regulation of the Board which is in conflict with a provision of this agreement is superseded and replaced by this agreement. Any existing term and condition of employment, practice or other benefit*

concerning administrators not inconsistent with a provision of this agreement shall remain in effect during the term hereof.

I. If a member of the Association retires under the New York State Teachers' Retirement System or dies, any collateral assignment of the premiums paid for split-dollar insurance [Article XV(C)] will be forgiven by the Board of Education. If an Administrator leaves the employ of the district other than as specified above, the collateral assignment will remain in effect. Association members shall execute a security mutually agreeable to the parties with respect to the collateral assignment. In the event a member is uninsurable in any year, the actual dollar amount for the insurance cost were he insurable will be paid, at the option of the member, either in cash or as an annuity.

J. To the extent that unit members are eligible to receive terminal pay pursuant to Article X of the contract, or termination compensation pursuant to Article XII of the contract, such payment shall be made by the District in the last year of such unit members employment in the form of a non-elective employer IRS 403(B) contribution. Such payment shall not exceed the maximum amount allowed by law. However, the District's obligation to make terminal pay or termination payment in the form of non-elective employer IRS 403(B) contributions shall be contingent upon such payment be allowable pursuant to IRS regulations and/or rulings, or pursuant to relevant interpretive caselaw.

To the extent that a unit member is eligible to receive terminal pay or termination compensation in an amount that exceeds the maximum amount allowable in any given year, such additional monies owed shall be paid in the form of non-elective employer IRS 403(B) contributions in subsequent year(s). The District's obligation in this regard is also contingent upon such subsequent payments in the form of non-elective employer IRS 403(B) contributions being allowable pursuant to IRS regulations and/or rulings, or pursuant to relevant interpretive caselaw.

ARTICLE XVII - NO STRIKE

Pursuant to the requirements of Section 207 of the Public Employees' Fair Employment Acts the Association affirms that it does not assert the right to strike against the District, to assert or participate in any such strike or to impose an obligation to conduct, assert or participate in such strike.

ARTICLE XVIII - DURATION

This Agreement shall be effective from July 1, 2003, and shall continue in force and effect until June 30, 2008.

ARTICLE XIX - TAYLOR LAW NOTICE

IT IS AGREED BY AND BETWEEN BOTH PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

 Dated: Jan 4
March, 2003

WEST BABYLON SCHOOL
ADMINISTRATORS' ASSOCIATION

by Joseph B. Mickey
President

BOARD OF EDUCATION OF THE
WEST BABYLON UNION FREE
SCHOOL DISTRICT

by Lucy Campasano
Board President

WBAA SALARY SCHEDULES

2003/04

Step	AP	EP	JHP	HSP
A	98,198	101,851	105,504	109,158
B	99,659	103,313	106,966	110,619
1	101,121	104,774	108,427	112,080
2	102,582	106,235	109,888	113,541
3	104,043	107,696	111,349	115,003
4	105,504	109,158	112,811	116,464
5	106,966	110,619	114,272	117,925
6	108,427	112,080	115,733	119,386
7	109,888	113,541	117,194	120,848
8	111,349	115,003	118,656	122,309
9	112,810	116,464	120,117	123,770

2004/05

Step	AP	EP	JHP	HSP
A	101,144	104,907	108,670	112,432
B	102,649	106,412	110,175	113,937
1	104,154	107,917	111,680	115,442
2	105,659	109,422	113,185	116,948
3	107,164	110,927	114,690	118,453
4	108,670	112,432	116,195	119,958
5	110,175	113,937	117,700	121,463
6	111,680	115,442	119,205	122,968
7	113,185	116,948	120,710	124,473
8	114,690	118,453	122,215	125,978
9	116,195	119,958	123,720	127,483

2005/06

Step	AP	EP	JHP	HSP
A	104,178	108,054	111,930	115,805
B	105,729	109,604	113,480	117,355
1	107,279	111,155	115,030	118,906
2	108,829	112,705	116,580	120,456
3	110,379	114,255	118,131	122,006
4	111,930	115,805	119,681	123,556
5	113,480	117,355	121,231	125,107
6	115,030	118,906	122,781	126,657
7	116,580	120,456	124,332	128,207
8	118,131	122,006	125,882	129,757
9	119,681	123,557	127,432	131,308

2006/07

Step	AP	EP	JHP	HSP
A	107,304	111,296	115,288	119,279
B	108,901	112,892	116,884	120,876
1	110,497	114,489	118,481	122,473
2	112,094	116,086	120,078	124,070
3	113,691	117,683	121,675	125,666
4	115,288	119,279	123,271	127,263
5	116,884	120,876	124,868	128,860
6	118,481	122,473	126,465	130,457
7	120,078	124,070	128,061	132,053
8	121,675	125,666	129,658	133,650
9	123,271	127,264	131,255	135,247

2007/08

Step	AP	EP	JHP	HSP
A	110,523	114,635	118,746	122,858
B	112,168	116,279	120,391	124,502
1	113,812	117,924	122,035	126,147
2	115,457	119,568	123,680	127,792
3	117,102	121,213	125,325	129,436
4	118,746	122,858	126,969	131,081
5	120,391	124,502	128,614	132,726
6	122,035	126,147	130,259	134,370
7	123,680	127,792	131,903	136,015
8	125,325	129,436	133,548	137,660
9	126,969	131,081	135,192	139,305

Longevity	
Years in	
WBAA	
12	1,250
19	1,500
24	1,500

Appendix B

October 28, 1987

Mr. Claude A. Gange, President
West Babylon Administrators Association
West Babylon Schools
West Babylon, NY 11704

Dear Mr. Gange:

it is hereby agreed that until an individual association member has qualified for the insurance coverage provided in the memorandum of agreement between the parties that the Board of Education shall be responsible only for the payment of insurance coverage provided to the association member as of June 1, 1987.

The signatures of the parties below will indicate consent to this agreement and understanding.

Very truly yours,

WEST BABYLON BOARD OF EDUCATION

By Dennis Lynch, Esq.

Appendix C

October 28, 1987

Dr. John P. Roche
Superintendent of Schools
West Babylon School District
10 Farmingdale Road
West Babylon, New York 11704

Dear Dr. Roche:

It is hereby agreed that the Board's responsibility for the premium payment described in the Memorandum of Agreement, for the contract years July 1, 1987 to June 30, 1990, is limited to the "standard premium" rate.

If a member is insurable but at a higher "rated rate premium" the member may elect to receive the insurance but in doing so accepts responsibility for the difference between the standard premium and the rated rate premium.

In the event a member declines the insurance the actual dollar amount for the insurance cost at the standard premium rate will be paid, at the option of the member, either in cash or as an annuity.

Very truly yours,

Claude A. Gange, President
WEST BABYLON ADMINISTRATORS ASSOCIATION

Appendix D

November 2, 1987

Dr. John P. Roche
Superintendent of Schools
West Babylon School District
10 Farmingdale Road
West Babylon, New York 11704

Dear Dr. Roche:

It is hereby agreed that in Article XIII, Number 2, on page 3, of the Memorandum of Agreement "members as of June 30, 1987" is understood to mean that the termination compensation is only available to current members.

It is further agreed that any member electing to maintain in full and continuous effect the present group term insurance policy in the sum of \$200,000 is responsible for the cost of \$100,000 of said insurance.

It is also understood that payment for this \$100,000 of group term life insurance is to be paid by a bi-weekly payroll deduction.

Very truly yours,

Claude A. Gange
WEST BABYLON ADMINISTRATORS ASSOCIATION

APPENDIX E

AGREEMENT by and between the BOARD OF EDUCATION OF THE WEST BABYLON UNION FREE SCHOOL DISTRICT, with offices for the transaction of business located at 10 Farmingdale Road, West Babylon, New York (hereinafter referred to as the BOARD) and

an employee of the BOARD, residing at

(hereinafter referred to as the EMPLOYEE)

WHEREAS, the BOARD has agreed in its labor contract, for the period July 1, 1996 - June 30, 1999 with the West Babylon Administrators Association to grant participation in the BOARD's Health Plan to the extent hereafter described for certain employees who were hired prior to August 1, 1994; and

WHEREAS, this agreement has been made between the BOARD and the EMPLOYEE to establish a binding contractual obligation on the part of the BOARD to continue certain health benefits for the life of the retired EMPLOYEE, as the same is more particularly herein described during the EMPLOYEE's retirement.

NOW, THEREFORE, it is agreed as follows:

1. The EMPLOYEE represents to the BOARD that he/she is, or shall be on the effective date of retirement, fifty-five (55) years of age or older and qualifies for retirement under the New York State Teacher's Retirement System.
2. The EMPLOYEE represents to the BOARD that he/she shall retire from active service effective _____ and that the EMPLOYEE has simultaneously submitted herewith a written resignation to the BOARD effective the date of retirement.
 - a. The District shall pay, following his/her retirement, 100% health insurance premium payment for family and/or individual coverage, whichever is applicable. Should the employee predecease his/her spouse, the spouse shall be permitted to continue coverage by paying the premium.
 - b. It is specifically understood and agreed that this Agreement extends to the EMPLOYEE health benefits and deductible levels equal to the same benefit structure and deductible levels that the BOARD provides for active employees who are members of the bargaining unit represented by the West Babylon Administrators Association. Hence, the level of

benefits and deductibles granted to the retiree at the time of retirement may change and/or be modified to the extent of changes and/or modification of benefit and deductible level that is extended to active employees who are unit members of the bargaining unit represented by the West Baylon Administrators Association.

3. The EMPLOYEE acknowledges that his/her health benefits are at the time of execution of this agreement solely established by and provided through the New York State Employees' Health Insurance Plan by application of the labor contract between the BOARD and the West Babylon Administrators Association, subject to the provisions of paragraphs 1 and 2.

4. Notwithstanding the foregoing, the BOARD reserves the right to provide the level of health benefits and deductibles required by this Agreement to the EMPLOYEE through an insured health plan, or a BOARD self-funded plan (or combination thereof), and/or in conjunction with benefits provided under Medicare and/or any other available state or federal law or program that may in the future provide a health benefit to the EMPLOYEE.

Dated:

By:

BOARD OF EDUCATION OF THE
WEST BABYLON UNION FREE
SCHOOL DISTRICT

Dated:

EMPLOYEE

Certified - District Clerk

Date:

APPENDIX F

WEST BABYLON SCHOOLS
TEN FARMINGDALE ROAD
WEST BABYLON, NEW YORK 11704
(516) 321-3132
FAX: (516) 661-5166

ROBERT J. MANLEY, Ph.D.
Superintendent of Schools

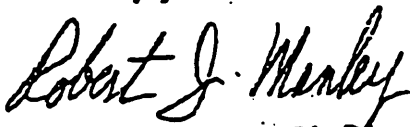
September 9, 1994

Mr. Claude A. Gange, President
West Babylon Administrators Association
500 Great East Neck Road
West Babylon, NY 11704

Dear Mr. Gange:

I write to affirm that it is the intention of the Board of Education to provide an individual contract for 100% health care coverage under the district plans, Empire Plan or equivalent, to each administrator employed during the 1993-94 school year and who retires any time after August 1, 1994.

Sincerely yours,


Robert J. Manley, Ph.D.
Superintendent

RJM:vmb

MEMORANDUM OF AGREEMENT, dated this 20th
day of April, 2001, by and between the negotiating representatives
of the WEST BABYLON ADMINISTRATOR'S ASSOCIATION
(hereinafter referred to as the "ASSOCIATION"), and the negotiating
representatives of the WEST BABYLON UNION FREE SCHOOL
DISTRICT (hereinafter referred to as the "DISTRICT").

I. GENERAL: The labor agreement between the parties for the period of July 1, 1996 - June 30, 1999 expired on June 30, 1999. The parties herewith agree that said agreement shall be modified effective as of July 1, 1999 to the extent set forth herein, as a result of their collective bargaining for a successor agreement to said expiring contract. Except for changes to said expired agreement set forth herein "in haec verba", and change to contract language that are necessitated by those provisions of this agreement that are not set forth in the form of precise contract language, the provisions of said expired contract shall remain unchanged.

2. CONTINGENCIES:

A. This agreement is subject to formal ratification by the Board of Education of the DISTRICT and the membership of the ASSOCIATION. Such ratification shall occur within forty-five (45) days of the date of execution of this memorandum of agreement. If either party fails to ratify or fails to act within the aforesaid forty-five (45) day period, this memorandum of agreement shall be of no further force and effect and shall be a nullity. Notwithstanding the foregoing, the negotiating representatives who sign the within memorandum of agreement will urge their respective principals to ratify this agreement.

3. TERMS:

A. Duration

This agreement shall run from July 1, 1999 through June 30, 2003.

B. Sick Leave Accumulation

Article X.1(b) shall be amended to reflect thirty (30) days instead of twenty-five (25) days.

C. Temporary Leaves of Absence

1. Subsections 1, 2, 3 and 7 of Article X.B shall be deleted from the contract.

2. Subsection 9 of Article X.B shall be amended to reflect that all extensions or renewals of leaves shall be at the discretion of the District.

D. Compensation

The salary schedules shall be increased by 3% per year for each year of this four (4) year agreement. Payment for retroactive monies due from July 1, 1999 shall be made within thirty (30) days of the signing of a new agreement.

E. Tuition Reimbursement

All current members of the Association shall be entitled to tuition reimbursement under Article XII of the current contract (July 1, 1996 - June 30, 1999). The current members are as follows: Patricia Farrell, Joseph Hickey, Joyce Montalbano, Eleanor Levy, Gregg Cunningham, Ellice Vassallo, Susan Fiedler, James Lynch, Joan DiGiorgio and Michael Rizzo. The above members are entitled

to this benefit during their uninterrupted employment as building principals or assistant principals with the District.

This benefit (tuition reimbursement) shall not be available to any unit member other than the individuals listed above. The tuition reimbursement clause (Article XII) shall be eliminated from the contract. However, the promises made herein with respect to the unit members identified above shall survive the execution of the formal contract.

In exchange for the elimination of tuition reimbursement for future unit members as described above, the District shall add to the 1999-2000 base salary of each unit member identified above, nineteen hundred (\$1,900.00) dollars, which shall be added before the percentage increases are calculated as provided in Paragraph "D" above.

F. Insurance Protection

1. Article XV shall be amended to reflect that all members of the Association will contribute 10% of the cost of health insurance premiums. These revised premium contributions shall be applied retroactive to July 1, 1999. Upon retirement, the unit members' premium contribution amount will be converted to a flat dollar amount. Thereafter, Association members shall be required to pay that flat dollar amount as long as the plan stays in effect for that administrator. Unit members, Patricia Farrell, Joan Di Giorgio and Michael Rizzo, shall continue to receive fully paid health insurance into retirement.

2. Amend Article XV(C) to reflect that the collateral assignment of premiums paid for split-dollar whole life insurance shall not be forgiven by the Board of Education for new members.

G. Accumulated Sick Leave Pay-Out

Article X(F) shall be amended to reflect that Ellice Vassallo, Susan Fiedler, James Lynch, Gregg Cunningham, Joseph Hickey, Joyce Montalbano and Eleanor Levy shall be entitled to payment for accumulated sick leave, to the extent eligible, at rates twice that reflected in the contract. In addition, with respect to the individuals identified above, the ten (10) year eligibility requirement shall be waived. No other unit member shall be entitled to this increased rate of payment or to the waiver of the eligibility requirement.

Dated: West Babylon, New York
April 20, 2001

NEGOTIATING REPRESENTATIVES
OF THE ASSOCIATION

Patricia A. Farrell
John A. Gargio
Michael J. Rizzo

NEGOTIATING REPRESENTATIVES
OF THE DISTRICT

Michael J. Walt
John A. Elias
Michael J. Elias

